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A G R E E M E N T

TOWNSHIP OF EVESHAM

AND

POLICEMEN'S BENEVOLENT ASSOCIATION

INTERCOUNTIES LOCAL NO. 30

(1992-1994)

DATED: DECEMBER 3, 1992

I N D E X

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PREAMBLE

THIS AGREEMENT, entered into this 3rd day of December, 1992, by and between the Township of Evesham in the County of Burlington, State of New Jersey, a body corporate and politic of the State of New Jersey, (hereinafter called the "Township") and the Policemen's Benevolent Association InterCounties Local No. 30, (hereinafter called the "Association") represents the complete and final understanding on all issues between the Township and the Association that are subject to such negotiations and agreements permitted by the laws of the State of New Jersey.

ARTICLE I

RECOGNITION:

(A) The Township hereby recognizes the "Policemen's Benevolent Association InterCounties Local No. 30" as the exclusive collective bargaining agent for all patrolmen, corporals and detectives being full-time paid employees within the Police Department.

(B) "Full-time paid employees within the Police Department" include all patrolmen, corporals and detectives below the rank of sergeant who are full-time Police Department personnel, excepting clerical personnel assigned to the Police Department.

## ARTICLE II

### MAINTENANCE OF OPERATIONS:

It shall be the mutual objective of the Association and the Township to provide for the uninterrupted public safety protection of the general public. The Association agrees that during the term of this agreement, neither the Association, nor anyone acting on its behalf, will cause, authorize, support, or take part in any strike, work stoppage, walkout, or other job action against the Township. The Association agrees that such action would constitute a material breach of this agreement. Participation in any of the above shall be deemed grounds for disciplinary action up to and including termination of employment. The Association will actively discourage any strike, work stoppage, slowdown, walkout or other action that may adversely impact upon the mutual objective as expressed above.

### ARTICLE III

#### MANAGEMENT RIGHTS:

(A) The Township hereby retains and reserves unto itself without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the Laws and Constitution of the State of New Jersey and of the United States, including but without limiting the generality of the foregoing, the following rights:

1. To manage and control administratively the Township government and its properties and facilities and the activities of its employees; and

2. To hire all employees and, subject to the provisions of Law, to determine their qualifications and condition for continued employment or assignment and to promote and transfer employees; and

3. To suspend, demote, discharge or take other disciplinary action for good and just cause according to law.

(B) The exercise of the foregoing powers, rights, authority, duties and responsibilities of the Township, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and Laws of New Jersey and of the United States.

## ARTICLE IV

### HOURS, OVERTIME AND PER DIEM:

(A) The normal working week shall consist of an average of forty (40) hours per week.

(B) An employee who is required to work beyond his regularly scheduled duty hours in any day or any week shall be paid overtime at the rate of time and one half. Overtime is to be assigned by the Chief of Police, or in his place, the senior staff officer in charge.

(C) If a patrolman, corporal or detective be required to appear in Superior Court (or any other criminal court other than Municipal or Civil Court) other than during regularly scheduled duty hours, he shall be compensated at a rate of 1 1/2 times his normal hourly rate of base pay for the time actually spent in Court. If a patrolman, corporal or detective be required to appear in Municipal Court on a day when he is not scheduled to work, the employee shall be compensated at a rate of 1 1/2 times his normal hourly rate for time actually spent in Court. The aforesaid rate plus an additional flat \$15 shall be paid, however, this payment shall not be paid to an officer who appears in a day-time session of Municipal Court after having worked the midnight-to-8 a.m. shift.

Payments in respect to this section shall be made according to the following: time and one-half (1 1/2) pay shall be made weekly, and the flat \$15 rate respecting Municipal Court mentioned above will be paid on or about the first pay period in December.

(D) Based upon presentation of appropriate vouchers and receipts, Township agrees to pay the following for authorized schools, conferences or seminars for which facilities are not provided.

1. The Township will pay a maximum per diem rate for meals as follows:

Breakfast.....	\$ 4.00 per day
Lunch.....	\$ 5.00 per day
Dinner.....	\$12.00 per day

2. The Township will also provide any necessary lodging required if facilities are not otherwise provided without cost to the employee.

(E) In the event any member of this Association is authorized to use his personal automobile for Township or Police business, he shall be reimbursed at a rate established by the Township for all employees, upon submitting vouchers and other appropriate records to the Chief of Police or such other officer or employee as may be designated by the Township Manager.

## ARTICLE V

### VACATIONS:

(A) Annual vacation leave with pay shall be earned at the rate as follows:

Step 1. During the first sixty (60) months next following the date of hire, one hundred twenty (120) hours per year.

Step 2. From the beginning of the sixth (6th) year through the tenth (10th) year of service, one hundred forty-four (144) hours per year.

Step 3. From the beginning of the eleventh (11th) year through the nineteenth (19th) year of service, one hundred sixty (160) hours per year.

Step 4. From the beginning of the twentieth (20th) year through retirement, two hundred (200) hours per year.

(B) Upon retirement, or separation in good standing, accrued and unused vacation leave can be returned for payment at the employee's current pay rate, with a maximum of two hundred forty (240) hours, consistent with Township Ordinances. Members terminating employment as a result of disciplinary action shall not be entitled to compensation associated with accumulated vacation leave.

(C) Vacation leave shall be cumulative to a total of the number of hours consistent with Township Ordinances.

(D) The Township and the Employee concerned may mutually agree to a buy-back by the Township of accrued vacation time earned before 31 December of the then current year computed at the employee's then current rate of pay. This provision is permissive; neither party is bound to agree to a buy-back of accrued vacation time.

## ARTICLE VI

### HOLIDAYS:

(A) The Township recognizes the following days as holidays:

1. New Year's Day
2. Washington's Birthday
3. Good Friday
4. Easter Monday
5. Memorial Day
6. Labor Day
7. Independence Day
8. Columbus Day
9. Veteran's Day
10. Thanksgiving Day
11. Thanksgiving Friday
12. Christmas Day
13. General Election Day
14. Municipal Election (alternate years)

(B) In compensation for Holidays, whether worked or not (except as delineated in paragraph D below), the Township agrees to pay all members for 13 holidays in 1992, 14 holidays in 1993, and 13 holidays in 1994 in a lump sum payable in the paycheck nearest December first. Said payments will be made on the following basis calculated upon the member's base salary:

1992 - 13 holidays times 1.15 base salary

1993 - 14 holidays times 1.14 base salary

1994 - 13 holidays times 1.15 base salary

(C) Members not able to work on a Holiday due to sick leave will not be entitled to Holiday pay for that day.

(D) Members terminating employment in good standing or retiring will be entitled to accumulated Holiday pay. Members terminating employment as a result of disciplinary action shall not be entitled to compensation associated with Holiday pay.

(E) For purposes of this Section, a holiday shall be defined as eight (8) hours.

## ARTICLE VII

### LEAVE OF ABSENCE:

(A) Leave of absence without pay. The Township Manager may grant a request for leave of absence without pay for periods not to exceed one (1) year, when such leave is for a reasonable purpose; however, no seniority or benefits of any nature whatsoever shall accrue during said leave. Upon termination of leave of absence, the Township will reinstate the employee in the capacity in which he left at the rate of pay at which he left. During that period of absence, the employee shall not engage in gainful employment in any industry without the express written approval of the Evesham Township Manager. Failure to comply with this provision shall result in termination of employment and forfeiture of all benefits. (Forfeiture of benefits by such employment shall not apply to an employee desiring to attend school on a full-time basis).

(B) Injury in the line of duty.

1. Purpose.

The parties desire to provide some measure of security for police officers injured in the line of duty while foreclosing unlimited liability on the part of the municipality to pay salary benefits. In line with this objective, the parties have negotiated this clause which fairly balances both concerns.

2. Provision.

The parties agree to be conclusively bound by the determination of the township workers' compensation insurance carrier or the Workers' Compensation Court (in a contested matter) with respect to whether an injury occurred while "in the course of employment" pursuant to N.J.S. 34:15-1 et seq. or "in the line of duty"; and, for the purposes of this section, those terms shall be identical.

3. Township's Duty to Supplement Pay.

While any police officer is prevented from performing the duties of his work by reason of an injury in the line of duty and is receiving temporary workers compensation benefits, such officer shall also receive supplemental payments by the Township of Evesham equal to the difference between such benefits and the officer's regular rate of pay.

4. Termination of Township's Duty to Supplement Pay.

The Township's duty to supplement an officer's workers compensation benefits or sustain an officer at regular pay shall terminate as a result of any of the following events:

- a. Upon the officer's return to work.
- b. If an officer's temporary workers compensation benefits are terminated and the officer refuses or maintains he is unable to return to work, the Township's duty to supplement pay may be terminated only after the Township physician or his designate (who shall also be a licensed physician) conducts a hearing to determine the officer's fitness to return to work at which time the hearer shall give great weight to medical evidence presented. If the hearer determines the officer fit to return to work, the Township's duty to supplement pay as aforesaid shall terminate. If the hearer determines that the officer is not fit to return to active police work, notice of such determination shall be formally served by mail upon the officer (and if represented, his attorney) whereupon the Township's duty to supplement pay shall terminate within five (5) days except as prohibited in the following paragraph.

- c. The determination of the hearer shall be conclusive and both parties agree that no right of appeal shall exist from such determination.
- d. If the officer or the municipality files an application for disability pension by reason of the officer's inability to return to active police duty, the municipality shall continue to supplement pay or sustain an officer at his regular pay until such application is determined or four (4) months following such application, whichever event first occurs.

5. Notwithstanding the above, the Township will not supplement workmen's compensation benefits for a period longer than one (1) year.

(C) Personal Leave. The Township will provide the following graduated system of Personal Leave for the purpose of conducting personal business effective with the signing of this Agreement:

- during the first year of employment - eight (8) hours of Personal Leave.
- during the second year of employment - sixteen (16) hours of Personal Leave.
- during the third year of employment and each year thereafter - twenty-four (24) hours of Personal Leave.

Members hired prior to the signing of this Agreement will be held-harmless and as such will continue to be entitled to twenty-four (24) hours of Personal Leave per year.

Personal leave days shall not be cumulative and the Township will not make any payment for personal leave days not utilized for any reason. Prior to the taking of any personal leave days, said employee shall give reasonable notice of same.

**(D) Death Leave.**

1. A regular full-time employee is excused from work because of death in his "immediate family", (as defined below) shall be paid at his regular rate of pay up to 32 scheduled working hours following the death. Time off with pay as provided in this Section shall be used for the purpose of handling necessary arrangements and attendance at the funeral of the deceased member of the immediate family. For the purpose of this Article, "immediate family" is defined as a member's parents or member's spouses parents, grandparents, spouse, children, brother, sister, ward, sister-in-law and/or brother-in-law.

2. Eight (8) hours of funeral leave shall be granted for the death of any member's niece, nephew, aunt, uncle or cousin.

**(E). State Delegate Leave.**

**PBA Representatives -**

Any employee covered under this agreement serving in the position of State Delegate of PBA local #30 shall be entitled to leave of absence for the PBA state conventions, in accordance with NJSA 40:A 14-177.

## ARTICLE VIII

### HEALTH AND WELFARE:

(A) The Township shall provide to each and every member medical and dental insurance equal to that which was in effect on December 31, 1991. The Township may change insurance carriers so long as equal or better benefits are provided.

In the event that a member of the Association is injured in the line of duty, the member shall be covered by workmen's compensation insurance provided by the Township.

(B) Upon retirement, each member may, at his own expense, continue participation in the medical insurance program at the prevailing group rates.

#### (C) Insurance:

1. The Township shall provide members with fifty thousand (\$50,000) dollars of life insurance.

2. The Township will pay any reasonable funeral bill up to a maximum of five thousand (\$5,000) dollars upon receipt for same for any member who shall die in the line of duty, which provision shall be effective immediately. This payment shall be in addition to the statutory funeral expense provided by Worker's Compensation.

3. The Township shall pay up to \$250 in attorney's fees for the primary beneficiary's counselling in seeking insurance and other lawful benefits if the member should die in the line of duty.

#### (D) Private Legal Counsel:

The township recognizes its obligations under N.J.S.A. 40A:14-155. Thus, as provided below, whenever a member of the Association shall become a defendant in any actions or legal proceeding arising out of and directly related to the lawful exercise of police powers in the performance of his official duties, the Township shall provide the member with the necessary means for the defense of such action or

proceeding but not for his defense in a disciplinary proceeding instituted against him by the Township or in a criminal proceeding instituted as a result of a complaint on behalf of the Township. If any such disciplinary or criminal proceeding instituted by or on complaint by the Township, shall be dismissed or finally determined in favor of the member he shall be reimbursed for the expense of his defense.

If a member is acquitted, or charges dismissed in the case of a discipline hearing, the Township will pay the usual, customary and reasonable fees subject to review by the township attorney in the following situations:

- a. If the complaint is on behalf of the Township.
- b. If the complaint is not on behalf of the Township and the matter is in Municipal Court.
- c. If it is a disciplinary hearing.
- d. If it is an indictable offense.

All fees must bear a reasonable relationship to the nature of the offense. Once a member has selected an attorney, the member shall advise the Township Manager and the Township Attorney of the name and address of the selected attorney immediately after consulting with the attorney.

All counsel fees to be paid by the Township shall first be submitted to the Township Attorney for review as to reasonableness, and only those charges which are reasonable in amount shall be payable. After review and approval of a voucher for counsel fees by the Township Attorney, the voucher shall be submitted to the Township Manager for approval and inclusion on the next regular bill list.

(E) The Township will indemnify and save harmless the members of the Association from civil liability for false arrest except for punitive damages and legal fees relative thereto.

(F) The Township shall exhibit any and all such policies of insurance to the members of the Association, or their representatives, when and if requested.

(G) In any case where the Township has provided insurance coverage for civil liability and that insurance coverage extends to the member, the insurance carrier will provide a defense, it is recognized that the insurance carrier has the right to designate defense counsel. The provision of legal counsel for the defense of the member by the insurance carrier shall satisfy the obligation of the Township under the statute or this contract to provide for the defense of the member. The term "insurance carrier" shall include any joint insurance fund which provides coverage to the Township.

(H) The Township shall also maintain in effect an ordinance to empower the indemnification of members pursuant to N.J.S.A. 59:10-4.

## ARTICLE IX

### CLOTHING ALLOWANCE AND STAND-BY COMPENSATION

(A) The Township shall pay to each non-uniformed member (i.e., detective) the sum of three hundred dollars (\$300) at the first pay period in April for the purpose of deferring the cost of work clothing. For the purpose of this Section, "non-uniformed personnel" is defined as those Police personnel attached and assigned to the Criminal Bureau.

(B) Personnel assigned to the Criminal Bureau after 1 January of any year shall receive a clothing allowance pro-rated at twenty-five dollars (\$25) per month.

(C) Each detective shall receive the sum of five hundred (\$500) dollars annual compensation with respect to stand-by duty; provided, however that in the event that a detective should not be required to be available on a stand-by basis, no such compensation shall be paid. In the event that a detective should be assigned out of the Criminal Division or if a patrolman should be assigned to the Criminal Division, the said stand-by compensation shall be pro-rated for the proportion of the year that the member was assigned to the Criminal Bureau. The said payments shall be made on or about the first pay period in December of each year.

(D) The Township agrees to provide for the repair or replacement of a member's prescription eyeglasses which may become damaged during the performance of on-duty police responsibilities. The Township's liability will not exceed \$50. In each case, the member must request prior authorization by submitting a signed written request and statement to the Chief of Police describing the damage and the detailed circumstances surrounding the incident which led to the damage. The Township will not be responsible for

normal wear and tear. After authorization for repair is secured, the member must submit receipts to the Township.

(E) Township will provide clothing maintenance allowance according to the following schedule:

1992 - \$300

1993 - \$300

1994 - \$300

Payments will be made in a lump sum on or about the first pay period in July of each year.

## ARTICLE X

### SALARIES:

(A) The following salary schedule will be applicable to all members:

	HOURLY RATE OF BASE PAY		
	<u>1992</u> - 5%	<u>1993</u> - 5.25%	<u>1994</u> - 5.5%
Probation	\$13.96	\$14.69	\$15.50
Step 1	14.26	15.02	15.85
Step 2	15.21	16.01	16.89
Step 3	16.17	17.02	17.96
Step 4	17.09	17.99	18.98
Step 5	18.03	18.99	20.03
Step 6	19.58	20.61	21.74
Step 7	21.37	22.49	23.73
Detective	22.09	23.25	24.53
Corporal	22.13	23.29	24.57

(The probation period on the above new schedule will be for a period up to one year or more in accordance with State statutes. Promotion to Step 1 will be made following successful completion of the probationary period. Members will be eligible to progress to Steps 2 through 7 on an annual basis on the anniversary date of the completion of probation/promotion to Step 1).

Detectives - it is intended that the assignment of Detective responsibilities will be encompassed by a salary range utilizing the above schedule. Any member designated responsibilities as a Detective will be compensated in accordance with the above schedule at the next higher step over his/her current pay rate. Eligibility for progress through the remaining steps will be made on the anniversary date of appointment to Detective. Progress from Step 7 (once achieved) to the above Detective pay rate will be made similarly on the anniversary date.

(B) All patrolmen with prior police experience with a legally constituted Police Department and who have successfully graduated from an accredited police academy shall receive more than full credit for their prior service and pay purposes. This shall not exclude such patrolmen from serving a probationary period from date of re-

(C) Shift Differential:

(Non-Rotating)

1. Shift differential will be paid at the following rates: SIX PERCENT (6%) for the four to twelve shift, or any part thereof. SEVEN PERCENT (7%) for midnight to eight shift, or any part thereof.

(B) All patrolmen with prior police experience with a legally constituted Police Department and who have successfully graduated from an accredited police academy shall receive no more than full credit for their prior service for vacation and pay purposes. This shall not exclude such patrolmen from serving a probationary period from date of hire.

(C) Shift Differential:

(Non-Rotating)

1. Shift differential will be paid at the following rates:

**SIX PERCENT (6%)** for the four to twelve shift, or any part thereof. **SEVEN PERCENT (7%)** for midnight to eight shift, or any part thereof.

(Rotating)

2. Shift differential for rotating shift policemen will be paid in a lump sum in December of each year commencing with January 1, 1993. The base lump sum shall be \$1,500.00 increased by the wage increase of 5% for 1992, 5.25% for 1993 and 5.5% for 1994.

3. Shift differential will be paid in the paycheck nearest December first (1st).

ARTICLE XI

SICK: Members of the Association shall be entitled to leave totaling one hundred twenty (120) hours per year. This shall begin accruing on January first (1st) of each year at a rate of ten (10) hours per month.

(B) In the case of new employee, the Township will, above and beyond the provisions of Section (A) above, advance eight (8) hours of sick leave during the first three (3) months of employment. This sick time shall not be cumulative and may only be used in the event of employee illness. The sick time advanced, if used, shall be repaid to the Township during the sixth (6th) month of employment by deducting those sick hours from the employee's accumulated unused sick leave total.

(C) Sick leave will be cumulative from year to year without limit consistent with Township Ordinances and State Statutes.

## ARTICLE XI

### SICK LEAVE:

(A) Members of the Association shall be entitled to sick leave totaling one hundred twenty (120) hours per year which shall begin accruing on January first (1st) of each year at a rate of ten (10) hours per month.

(B) In the case of new employee, the Township will, above and beyond the provisions of Section (A) above, advance eight (8) hours of sick leave during the first three (3) months of employment. This sick time shall not be cumulative and may only be used in the event of employee illness. The sick time advanced, if used, shall be repaid to the Township during the sixth (6th) month of employment by deducting those sick hours from the employee's accumulated unused sick leave total.

(C) Sick leave will be cumulative from year to year without limit consistent with Township Ordinances and State Statutes.

(D) Six hundred (600) hours of a total minimum accumulation of nine hundred sixty (960) hours shall be paid to any member who leaves the Police Department in good standing. In the event of retirement, the member may retire the number of days equivalent to six hundred (600) hours early in lieu of such six hundred (600) hours pay. Members terminating employment as a result of disciplinary action shall not be entitled to compensation associated with sick leave accumulated in the current calendar year. However, said members will be entitled to compensation associated with sick leave (not to exceed six hundred (600) hours of pay) accumulated prior to January of the year of termination.

Members terminating with less than nine hundred sixty (960) hours will be entitled to receive payment for one half (1/2) of the accumulated sick time.

## ARTICLE XII

### EDUCATION:

(A) Upon prior approval of the Chief of Police, the Township will pay on a reimbursement basis the tuition and book expenses of any member of the Association furthering his education by taking police courses. Police courses are defined as college-level courses directly associated with a degree program in police science or criminal justice at an accredited college.

Members hired after March 18, 1986 will be limited to a four-year bachelor's level degree with respect to the above.

(B) The Township will reimburse the member for tuition and book expenses only after completion of course work, the submission of receipts, and proof of the attainment of a final grade of "C" or better.

(C) The Township will only provide compensation, which in conjunction with financial aid or compensation received from other sources, will defray tuition and book expenses. The Township will not, in conjunction with financial aid and compensation received from other sources, provide compensation when such combined payments would exceed actual tuition and book expenses.

## ARTICLE XIII

### PAYMENT AT HIGHER RANK

Any member assigned by the Chief of Police or his designee to a higher rank or performing the duties of a higher rank by direction of the Chief or his designee will be entitled to additional pay for such period of assignment or performance as follows:

1. Eligible for payment after ten (10) consecutive work days or thirty (30) aggregate work days in a calendar year.

2. Payment to be made for working at the higher rank provided the work is performed for a full shift.

3. Payment to be made in accordance with the following schedule:

a. Eight (8) hour shift - \$10 per shift

b. Twelve (12) hour shift - \$12 per shift

4. Payment at higher rank will be paid in the pay-check nearest December first (1st).

## ARTICLE XIV

### GRIEVANCE PROCEDURE:

#### (A) STATEMENT OF PURPOSE.

1. Grievance Resolution: The purpose of the grievance mechanism is to resolve, at the lowest possible level, any problem arising from the terms and conditions of this contract and in the employment relationship of all Association members.

2. Informal Resolution: Nothing herein shall limit or infringe the right of any employee freely and informally to discuss any grievance with a superior.

#### (B) EXCLUSIVE REMEDY.

The procedures hereinafter set forth are the sole and exclusive means of resolving grievances between the parties.

#### (C) DEFINITIONS.

1. Grievance. Any controversy arising over the interpretation, application, or violation of policies, agreements, and administrative decisions affecting the term and conditions of employees covered under this agreement and may be raised by an individual, the Association, at the request and on behalf of an individual or group of individuals, or the Township.

2. Grievance Committee. For the purposes of this agreement, "grievance committee" shall mean that group of members of the Association, duly appointed by the Association to resolve member's grievances.

3. Superior Officer. For the purpose of this agreement, "superior officer" shall mean the Chief of Police, his designee, or in their absence, a Lieutenant.

(D) INITIATION OF GRIEVANCES.

1. Written Complaints. All grievances shall be in writing, signed by the aggrieved party, and shall clearly set forth the allegations upon which it is based.

2. Service. All grievances shall be personally delivered to the superior officer and a Grievance Committee member within twenty (20) days of the occurrence from which the grievance arose.

3. Representation. Any aggrieved party may either present his own case, designate an Association member to present his case or employ legal counsel for his representation. Should the member choose to employ legal counsel he shall do so at his own or the Association's expense.

4. Waiver. Failure to serve a written complaint citing a grievance within twenty (20) days of its occurrence shall constitute a waiver of any and all rights to pursue said grievance.

5. Extensions of Time. Any extension of time requirements contained in the grievance article may only be extended by the written consent of the Township Manager or the Chief of Police (or his designee) and the aggrieved party.

6. Attendance. Any member whose attendance may be necessary to resolve a grievance shall attend any meeting or hearing during working hours without loss of pay or other benefits.

7. Disciplinary Action. No disciplinary action shall be commenced without just cause.

(E) DETERMINATION BY CHIEF OF POLICE

1. Referral to the Chief of Police: If the grievance is not settled by the superior officer to the member's satisfaction within seven (7) calendar days and such grievance concerns the interpretation, application,

or alleged violation of this contract only, the aggrieved party may make written request within five (5) calendar days to the Chief of Police for review.

2. Decision by Chief of Police: The Chief of Police shall render a written decision clearly setting forth his decision and the basis for said decision within five (5) days of receipt of the complaint to both the Association and the complainant.

(F) DETERMINATION BY TOWNSHIP MANAGER

1. Appeal to Township Manager: In the event the aggrieved party be unsatisfied with the determination by the Chief of Police, the complainant or the Association may serve a copy of the original complaint upon the Township Manager within five (5) days of the decision by the Chief of Police.

2. Decision by Township Manager: The Township Manager shall render a written copy of his decision to both the Association and the complainant within ten (10) working days of receipt of the complaint.

(G) DETERMINATION BY ARBITRATION

1. Request for Arbitration: In the event the aggrieved party is unsatisfied with the determination of the Township Manager, then the aggrieved party or the Association may request an arbitrator within ten (10) calendar days of receipt of the Manager's determination through the offices of the Public Employee's Relations Commission.

2. Choice of Arbitrator: Upon receipt of the list of arbitrators from the Public Employees' Relations Commission, the aggrieved party and the Township shall mutually agree on the selection of an arbitrator.

3. Costs of Arbitration:

a. In the event the aggrieved party is a member of the Association at the time of the occurrence of the action complained of, the costs of the arbitration shall be shared equally by the Township and the Association.

b. In the event the aggrieved party not be an Association member at the time of the occurrence of the action complained of, then the Association shall bear no responsibility for arbitration costs and the grievant shall pay half the costs.

c. Any other expenses incurred by the parties beyond the cost of the arbitrator shall be the respective party's responsibility.

d. In the event the arbitrator should determine a party to have prosecuted a claim so clearly lacking any merit or sufficiency so as to be deemed frivolous, the arbitrator may, in his sole discretion, assess reasonable counsel fees to costs upon said party.

4. Effect of Arbitration: The decision of the arbitrator shall be binding upon both parties.

## ARTICLE XV

### AGENCY SHOP CLAUSE:

At the Association's written request for each member of the bargaining unit who is not a member of the Association, the employer shall deduct an agency fee equal to 85% of the regular dues and assessments charged by the Association to its members from the regular paychecks of any nonmember.

Such deductions shall commence only after the Association has notified the employer of its regular dues and assessments and the name of each nonmember for which it wishes a deduction to be made. The employer need not make any deduction within the first 30 days after such notification.

The employer shall transfer all funds so deducted to the Association within 30 days of the deduction.

The Association shall hold and save the employer harmless from any legal actions, whether civil or criminal, judicial or administrative, taken by any individual as a result of the employer's acts or omissions pursuant to this provision.

This provision shall have no force or effect until the Association files a copy of a lawful demand and return petition with the employer which shall be approved by the employer's attorney.

ARTICLE XVI

TERM AND RENEWAL:

(A) This Agreement shall be in full force and effect as of January 1, 1992 and shall remain in effect up to and including December 31, 1994, but nothing herein shall be deemed to terminate the provisions of this Agreement prior to the parties hereto executing a new Agreement at the expiration date hereof.

ARTICLE XVII

**RETROACTIVITY:**

(A) The terms and conditions contained herein shall be given retroactive effect, as though the Agreement were commenced on January 1, 1992.

ARTICLE XVIII

REDUCTION OF BENEFITS:

(A) It is expressly understood by both parties that reduction or elimination of any benefits shall only be by written agreement.

ARTICLE XIX

FULLY BARGAINED PROVISION:

(A) This Agreement represents and incorporates the complete and final understanding and settlement by the parties on all bargainable issues which were or could have been the subject of negotiations. During the term of this Agreement, neither party will be required to negotiate with respect to any such matter, whether or not covered by this Agreement, and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement. Re-negotiations may commence only upon the written request of both parties hereto.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals at Evesham Township, New Jersey, on the day and year first above written.

POLICEMEN'S BENEVOLENT ASSOCIATION INTERCOUNTIES LOCAL NO. 30

By: Michael Ball (L.S.) ATTEST: Bethel Kicker

Ralph Dyer (L.S.)

TOWNSHIP OF EVESHAM, COUNTY OF BURLINGTON,  
NEW JERSEY

By: Augustus Tamburro (L.S.)  
AUGUSTUS TAMBURRO, Mayor